

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LVI INTERMEDIATE HOLDINGS, INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 20-11413 (KBO)

(Jointly Administered)

Docket Ref. Nos. 209 and 267

**OBJECTION OF CIM/11600 WILSHIRE (LOS ANGELES), LP AND
16 COURT STREET BROOKLYN OWNER, LLC TO NOTICE OF (I) POTENTIAL
ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES,
(II) FIXING OF CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO**

COMES NOW, each of CIM/11600 WILSHIRE (LOS ANGELES), LP ("Los Angeles Landlord") and 16 COURT STREET BROOKLYN OWNER, LLC ("Brooklyn Landlord"; Los Angeles Landlord and Brooklyn Landlord are each a "Landlord" and together, the "Landlords"), by and through their undersigned counsel, and hereby files this Objection (the "Objection") to the Debtors' *Notice of (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* [Docket No. 267] (the "Notice") for their respective Properties (as hereinafter defined). As more fully set forth in this Objection, each Landlord objects to (a) the cure amount relating to its respective Lease (as hereinafter defined), as stated in the Notice, and (b) any potential assumption or assumption and assignment of its respective Lease without providing for both (i) a full and complete cure; and (ii) adequate

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: LVI Intermediate Holdings, Inc., (7674); Total Vision Institute, LLC (7571); QualSight, LLC (3866); The LASIK Vision Institute, LLC (7564); Cataract Vision Institute, LLC (7697); Healthcare Marketing Services, LLC (9982); Cataract Vision Institute Florida, LLC (3423); TLC Vision Center Holdings, LLC (5400); TLC Whitten Laser Eye Associates, LLC (0182); TLC Vision Centers, LLC (8271); TruVision, LLC (3399); TruVision Contacts, LLC (3399); Laser Eye Surgery, LLC (3448); TLC Laser Eye Centers (Refractive I), LLC (2702); TLC The Laser Center (Pittsburgh) L.L.C. (2881); TLC The Laser Center (Indiana) LLC (8456); TLC The Laser Center (Institute), LLC (0959); and LVI Missouri, LLC (7088). The Debtors' executive headquarters are located at 1555 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, Florida 33401.

assurance of future performance. In support of this Objection, Landlords respectfully states the following:

BACKGROUND

I. Procedural History.

1. On or about May 29, 2020, LVI Intermediate Holdings, Inc. (“LVI”) and 17 of its affiliates (collectively, the “Debtors”), including The LASIK Vision Institute, LLC (“Lasik Vision”), each filed their respective voluntary petitions for relief under chapter 11 of 11 U.S.C. § 101 *et seq.* Each of the Debtors have continued to operate their respective businesses and manage their respective properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

II. The Properties and Leases.

2. Los Angeles Landlord owns that certain nonresidential real property, including the building and improvements located thereon, at 11600 Wilshire Boulevard, Los Angeles, California 90025 (the “Los Angeles Property”). Los Angeles Landlord leases a portion of the Los Angeles Property to Lasik Vision pursuant to that certain Medical Office Lease dated as of May 10, 2012 by and between Los Angeles Landlord, as landlord, and Lasik Vision, as tenant, as amended by that certain First Amendment to Lease dated November 18, 2019 between Los Angeles Landlord, as landlord, and Lasik Vision, as tenant (as amended and assigned and collectively with all other amendments, addenda, attachments and exhibits thereto and assignments thereof, the “Los Angeles Lease”).

3. Brooklyn Landlord owns that certain nonresidential real property, including the building and improvements located thereon, at 16 Court Street, Brooklyn, New York 11241 (the “Brooklyn Property”; the Los Angeles Property and the Brooklyn Property are each a “Property” and together, the “Properties”). Brooklyn Landlord leases a portion the Brooklyn Property to Lasik

Vision pursuant to that certain Standard Form of Office Lease dated as of February 21, 2013 (together with all amendments, addenda, attachments and exhibits thereto, the “Brooklyn Lease”; the Los Angeles Lease and the Brooklyn Lease are each a “Lease” and together, the “Leases”) between Brooklyn Landlord, as owner, and Lasik Vision, as tenant.

III. The Notice.

4. Pursuant to the Notice, the Debtors seek permission to, among other actions, fix the cure amounts due with respect to certain executory contracts and unexpired leases, including the Leases. The Notice states that according to the Debtors’ books and records, as of June 30, 2020, the cure amount for the unpaid monetary obligations under (a) the Los Angeles Lease is \$30,965.60 and (b) the Brooklyn Lease is \$0.00.

OBJECTION

I. Cure Amount.

5. Contrary to the Notices, according to the respective Landlord’s books and records, as of July 13, 2020 (the “Reference Date”), the accrued monetary amounts due under each of the Leases is as follows:

(a) Los Angeles Lease – **\$27,741.42**, which consists of the following amounts:

(i)	Remaining April 2020 Base Rent	\$ 9,231.90
(ii)	May 2020 Base Rent	\$18,071.00
(iii)	May 2020 Monthly Operating Expense Impound	\$ 413.61
(iv)	May 2020 Monthly Real Estate Tax Impound	\$ 24.91

(b) Brooklyn Lease – **\$44,442.25**, which consists of the following amounts:

(i)	Utility Charges (12/06/2019 – 01/07/2020)	\$ 556.79 ²
(ii)	Utility Charges (01/07/2020 – 02/06/2020)	\$ 1,643.92 ³
(iii)	March 2020 Work Orders	\$ 215.88 ⁴
(iv)	April 2020 Base Rent	\$16,137.13

² True and correct copies of the utility bills due under the Brooklyn Lease are attached hereto as Exhibit A.

³ See Exhibit A.

⁴ A true and correct copy of the work order charges is attached hereto as Exhibit B.

(v)	April 2020 Monthly Owner's Work Reimbursement	\$ 339.72 ⁵
(vi)	April 2020 Monthly Real Estate Tax Impound	\$ 573.24
(vii)	Utility Charges (02/06/2020 – 03/09/2020)	\$ 1,847.98 ⁶
(viii)	Utility Charges (03/09/2020 – 04/07/2020)	\$ 1,431.16 ⁷
(ix)	May 2020 Base Rent	\$16,137.13
(x)	May 2020 Monthly Owner's Work Reimbursement	\$ 339.72 ⁸
(xi)	May 2020 Monthly Real Estate Tax Impound	\$ 573.24
(xii)	2019 Real Estate Tax Reconciliation	\$ 3,104.51 ⁹
(xiii)	Utility Charges (04/07/2020 – 05/06/2020)	\$ 668.40 ¹⁰
(xiv)	Utility Charges (05/06/2020 – 06/05/2020)	\$ 873.43 ¹¹

6. The foregoing amounts represent only known base rent, real estate tax, utility, operating expenses, owner's work reimbursement and work order obligations (including year-end or other periodic reconciliations thereof and adjustments thereto), as applicable, that were not paid when due by Lasik Vision as required under the respective Leases under Lasik Vision is obligated, and remain outstanding as of the Reference Date (collectively, the "Outstanding Monetary Obligations"), all as more particularly set forth above and more particularly described on the applicable exhibits hereto.

7. Under the terms of the Leases, Lasik Vision is responsible for the payment of all rent, real estate taxes, utilities, operating expenses, owner's work reimbursement, work order obligations and other amounts attributable or related to the portion of the respective Properties leased thereunder, as applicable.

8. In addition to the Outstanding Monetary Obligations, base rent, real estate taxes, utilities, operating expenses, owner's work reimbursement, work order obligations (including

⁵ A true and correct copy of the notice dated March 26, 2013 from Lasik Vision to Brooklyn Landlord electing to finance the Tenant Contribution (as defined in the Brooklyn Lease) towards Owner's Work (as defined in the Brooklyn Lease) as permitted by the Brooklyn Lease is attached hereto as Exhibit C.

⁶ See Exhibit A.

⁷ See Exhibit A.

⁸ See Exhibit C.

⁹ A true and correct copy of the 2019 real estate tax reconciliation is attached hereto as Exhibit D.

¹⁰ See Exhibit A.

¹¹ See Exhibit A.

year-end or other periodic reconciliations thereof and adjustments thereto), and other amounts denominated as additional rent, will become due and owing pursuant to each of the Leases from and after the Reference Date and must similarly be paid by Lasik Vision, or any assignee when due or paid in connection with any assumption or assumption and assignment (as the case may be) of either or both of the Leases. Each Landlord objects to any assumption or assumption and assignment of its respective Lease unless all base rent, real estate taxes, utilities, operating expenses, owner's work reimbursement, work order obligations (including year-end or other periodic reconciliations thereof and adjustments thereto), and other amounts denominated as additional rent that become due pursuant to the terms of the such Lease from and after the Reference Date (a) are paid as and when due or (b) are paid in full in connection with an assumption or assumption and assignment of its Lease, as the case may be.

9. Further monetary obligations may have accrued pursuant to Leases but have not yet become the subject of an invoice or statement and may not become due prior to the entry of an order approving the assumption or assumption and assignment of the respective Leases. Non-exclusive examples of these accrued, but not yet due, obligations are utility charges, real property taxes and work order obligations, as applicable, all of which must be paid by Lasik Vision pursuant to the terms of the respective Leases. Lasik Vision and any proposed assignee, must acknowledge, and any order approving cure amounts and the assumption or assumption and assignment of either or both of the Leases must provide, that (a) Lasik Vision or any proposed assignee shall be liable for all amounts that have accrued but have not become the subject of a statement or other invoice without regard to whether such amounts are attributable to a pre-petition or post-petition period, and (b) payment of year-end reconciliations and adjustments, if any, will be made by Lasik Vision or any assignee as and when due pursuant to the terms of the respective Leases. Each Landlord

objects to any assumption or assumption and assignment of its respective Lease to the extent that the order approving any assumption or assumption and assignment of any such Lease does not obligate Lasik Vision or any assignee to pay all obligations that have accrued under the such Lease but have not yet become due and payable prior to the date an order is entered approving the assumption or assumption and assignment thereof.

10. As set forth in the respective Leases, each Landlord additionally asserts its right to be reimbursed as part of the cure payment for all of its actual pecuniary losses including, but not limited to, attorneys' fees and costs expended with regard to enforcing its rights under its respective Lease in connection with the Debtors' bankruptcy proceedings. Each Landlord further objects to the extent that all cure amounts are not immediately paid in full upon any assumption or assumption and assignment of its respective Lease, including all of its actual pecuniary losses including, but not limited to, attorneys' fees and costs expended with regard to enforcing its rights under such Lease as part of these proceedings.

11. Lastly, each of the Leases also provide that Lasik Vision must indemnify and hold the applicable Landlord harmless with regard to any and all claims suffered by such Landlord and arising from Lasik Vision's use or occupancy of the related Property. Lasik Vision and any assignee of either or both of the Leases must assume all indemnification liabilities set forth in such Lease(s) or Lasik Vision must be required to evidence, or obtain, adequate insurance in order to guaranty that its indemnity responsibilities will be met. Claims for indemnity may include, but are not limited to, claims for personal injuries which occur at the affected Property where any of the Debtors or the related Landlord is joined as a party defendant, damage and destruction to the property by Lasik Vision or its agents, or claims for environmental damage or environmental cleanup. Each Landlord objects to any assumption or assumption and assignment of its respective

Lease to the extent that it does not obligate Lasik Vision or any assignee of any such Lease to be responsible for all indemnification liabilities or obligate Lasik Vision to otherwise provide assurance that such indemnification obligations will be satisfied.

II. Adequate Assurances of Future Performance.

12. As of the date hereof, Debtors have not provided either Landlord with any information providing adequate assurances of future performance with respect to Lasik Vision or any bidder. Accordingly, each Landlord objects to any assumption or assumption and assignment of its respective Lease on the basis that Debtors have not satisfied the requirements under 11 U.S.C. § 365(b), including the heightened standards under 11 U.S.C. § 365(b)(3), with respect to adequate assurances of future performance by Debtor or any bidder (including a prevailing bidder), as the case may be.

RESERVATION OF RIGHTS

13. Each Landlord reserves all rights to object to any assumption or assumption and assignment of its respective Lease on the basis of adequate assurance of future performance with respect to Debtor, in the event Lasik Vision seeks to assume the Lease, or any other assignee, in the event Lasik Vision seeks to assume and assign the Lease to any party, including any heightened adequate assurance information required by 11 U.S.C. § 365(b)(3). Each Landlord further reserves its right to amend, supplement and modify this Objection at any time and in any manner, including without limitation, as to any adequate assurance information provided by Debtors or any other party that proposes to become the assignee under the respective Lease(s).

CONCLUSION

14. Debtors have failed to demonstrate that any assumption or assumption and assignment of the Leases will fully comply with all of the requirements of 11 U.S.C. § 365(b) including, but not limited to, (a) a cure of all defaults, and (b) adequate assurances of future

performance. Each Landlord objects to any assumption or assumption and assignment of its respective Lease until such time as full compliance with 11 U.S.C. § 365(b) has been demonstrated.

WHEREFORE, each Landlord (a) objects to the Notice with respect to its Property and the related Lease as set forth herein and requests that the cure amounts for its respective Lease be set at the applicable amount identified above as the Outstanding Monetary Obligations for such Lease, together with attorneys' fees, any additional actual pecuniary losses and such additional amounts as may become due prior to any assumption or assumption and assignment of the affected Lease (collectively, the "Lease Cure Amounts"), including, without limitation accrued and accruing base rent, real estate taxes, utilities, operating expenses, owner's work reimbursement, work order obligations (including year-end or other periodic reconciliations thereof and adjustments thereto), and other monetary obligations and amounts denominated as additional rent under such Lease; (b) objects to any assumption or assumption and assignment of its respective Lease unless a complete and immediate payment of all Lease Cure Amounts with respect to such Lease is made prior to the assumption or assumption and assignment of such Lease and such assumption or assumption and assignment otherwise adequately resolves the objections set forth above; (c) reserves the right to further object to any assumption or assumption and assignment of its respective Lease on the grounds of adequate assurances of future performance; and (d) requests such other and further relief as may be just and required under all of the circumstances.

[Remainder of Page Intentionally Left Blank]

Dated: July 15, 2020
Wilmington, Delaware

Respectfully submitted,

By: /s/ Christopher D. Loizides
Christopher D. Loizides, Esq. (No. 3968)
LOIZIDES, P.A.
Legal Arts Building
1225 King Street, Suite 800
Wilmington, Delaware 19801
Telephone: (302) 654-0248
Facsimile: (302) 654-0728
Email: loizides@loizides.com
m

-and-

By: /s/ Lisa M. Peters
Lisa M. Peters, Esq. (admitted *pro hac vice*)
KUTAK ROCK LLP
1650 Farnam Street
Omaha, Nebraska 68102
Telephone: (402) 346-6000
Facsimile: (402) 346-1148
Email: lisa.peters@kutakrock.com

Counsel for CIM/11600 Wilshire (Los Angeles), LP and 16 Court Street Brooklyn Owner, LLC

EXHIBIT A

BROOKLYN LEASE – UTILITY BILLS

[SEE ATTACHED]

16 COURT STREET NEW YORK NY 11241
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241
12/06/2019 TO 01/07/2020

For Billing Inquiries call 212.563.1191
or email office@ecemco.com

BILLING PERIOD:

METER NO.	METER READING		CONSTANT	KW HOURS CONS	DEMAND IN KILOWATTS	AMOUNT	TAX	TOTAL
	PRESENT	PREVIOUS						
0339	626036	624713	1.0	1323	6.60			
0347	793490	789686	1.0	3804	13.00			
		* CURRENT BILL *		5127	19.60	\$962.79	\$85.45	\$1,048.24
		* SERVICE CHARGE *						14.00
		* TOTAL AMOUNT *						\$1,062.24

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

CUSTOMERS RECORD Date _____ Check Number _____

PAYMENT DUE UPON PRESENTATION

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 12/06/2019 TO 01/07/2020

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,062.24

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

PLEASE RETURN THIS COUPON WITH PAYMENT. YOUR CANCELLED CHECK WILL BE YOUR RECEIPT.

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 01/07/2020 N/A 0

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,062.24

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241
11-0801 [8TH FL-SUITE: 801]

COLLECTOR'S COUPON

16 COURT STREET NEW YORK NY 11241
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

For Billing Inquiries call 212.563.1191
or email office@ecemco.com

BILLING PERIOD:

01/07/2020 TO 02/06/2020

METER NO.	METER READING		CONSTANT	KW HOURS CONS	DEMAND IN KILOWATTS	AMOUNT	TAX	TOTAL
	PRESENT	PREVIOUS						
0339	630133	626036	1.0	4097	21.50			
0347	796841	793490	1.0	3351	12.70			
		* CURRENT BILL *		7448	34.20	\$1,497.06	\$132.86	\$1,629.92
		* SERVICE CHARGE *						14.00
		* TOTAL AMOUNT *						\$1,643.92

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

CUSTOMERS RECORD

Date _____ Check Number _____

PAYMENT DUE UPON PRESENTATION

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD:

01/07/2020 TO 02/06/2020

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,643.92

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

PLEASE RETURN THIS COUPON WITH PAYMENT. YOUR CANCELLED CHECK WILL BE YOUR RECEIPT.

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 02/06/2020 N/A 0

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,643.92

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241
11-0801 [8TH FL-SUITE: 801]

COLLECTOR'S COUPON

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

For Billing Inquiries call 212.563.1191
or email office@ecemco.com

BILLING PERIOD: 02/06/2020 TO 03/09/2020

METER NO.	METER READING		CONSTANT	KW HOURS CONS	DEMAND IN KILOWATTS	AMOUNT	TAX	TOTAL
	PRESENT	PREVIOUS						
0339	635177	630133	1.0	5044	21.60			
0347	800642	796841	1.0	3801	12.50			
		* CURRENT BILL *		8845	34.10	\$1,684.48	\$149.50	\$1,833.98
		* SERVICE CHARGE *						14.00
		* TOTAL AMOUNT *						\$1,847.98

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

CUSTOMERS RECORD Date _____ Check Number _____

PAYMENT DUE UPON PRESENTATION

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 02/06/2020 TO 03/09/2020

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,847.98

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

PLEASE RETURN THIS COUPON WITH PAYMENT. YOUR CANCELLED CHECK WILL BE YOUR RECEIPT.

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 03/09/2020 N/A 0

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,847.98

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241
11-0801 [8TH FL-SUITE: 801]

COLLECTOR'S COUPON

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241
03/09/2020 TO 04/07/2020

For Billing Inquiries call 212.563.1191
or email office@ecemco.com

BILLING PERIOD:

METER NO.	METER READING		CONSTANT	KW HOURS CONS	DEMAND IN KILOWATTS	AMOUNT	TAX	TOTAL
	PRESENT	PREVIOUS						
0339	638455	635177	1.0	3278	21.00			
0347	803595	800642	1.0	2953	13.00			
		* CURRENT BILL *		6231	34.00	\$1,301.64	\$115.52	\$1,417.16
		* SERVICE CHARGE *						14.00
		* TOTAL AMOUNT *						\$1,431.16

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

CUSTOMERS RECORD Date _____ Check Number _____

PAYMENT DUE UPON PRESENTATION

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD:

03/09/2020 TO 04/07/2020

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,431.16

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241

11-0801 [8TH FL-SUITE: 801]

PLEASE RETURN THIS COUPON WITH PAYMENT. YOUR CANCELLED CHECK WILL BE YOUR RECEIPT.

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 04/07/2020 N/A 0

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$1,431.16

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241
11-0801 [8TH FL-SUITE: 801]

COLLECTOR'S COUPON

16 COURT STREET NEW YORK NY 11241
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

For Billing Inquiries call 212.563.1191
or email office@ecemco.com

BILLING PERIOD:

04/07/2020 TO 05/06/2020

METER NO.	METER READING		CONSTANT	KW HOURS CONS	DEMAND IN KILOWATTS	AMOUNT	TAX	TOTAL
	PRESENT	PREVIOUS						
0339	639207	638455	1.0	752	8.10			
0347	805753	803595	1.0	2158	8.60			
		* CURRENT BILL *		2910	16.70	\$601.06	\$53.34	\$654.40
		* SERVICE CHARGE *						14.00
		* TOTAL AMOUNT *						\$668.40

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

CUSTOMERS RECORD

Date _____ Check Number _____

PAYMENT DUE UPON PRESENTATION

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD:

04/07/2020 TO 05/06/2020

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$668.40

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

PLEASE RETURN THIS COUPON WITH PAYMENT. YOUR CANCELLED CHECK WILL BE YOUR RECEIPT.

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 05/06/2020 N/A 0

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$668.40

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241
11-0801 [8TH FL-SUITE: 801]

COLLECTOR'S COUPON

16 COURT STREET NEW YORK NY 11241
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

For Billing Inquiries call 212.563.1191
or email office@ecemco.com

BILLING PERIOD:

05/06/2020 TO 06/05/2020

METER NO.	METER READING		CONSTANT	KW HOURS CONS	DEMAND IN KILOWATTS	AMOUNT	TAX	TOTAL
	PRESENT	PREVIOUS						
0339	640207	639207	1.0	1000	10.00			
0347	807953	805753	1.0	2200	9.00			
		* CURRENT BILL *		3200	19.00	\$789.37	\$70.06	\$859.43
		* SERVICE CHARGE *						14.00
		* TOTAL AMOUNT *						\$873.43

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

CUSTOMERS RECORD Date _____ Check Number _____

PAYMENT DUE UPON PRESENTATION

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD:

05/06/2020 TO 06/05/2020

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$873.43

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241 11-0801 [8TH FL-SUITE: 801]

PLEASE RETURN THIS COUPON WITH PAYMENT. YOUR CANCELLED CHECK WILL BE YOUR RECEIPT.

16 COURT BROOKLYN OWNER LLC
C/O CIM GROUP
16 COURT STREET NEW YORK NY 11241

BILLING PERIOD: 06/05/2020 N/A 0

PAYMENT DUE UPON PRESENTATION

* CURRENT BILL * \$873.43

LASIK VISION INSTITUTE
16 COURT STREET
BROOKLYN NY 11241
11-0801 [8TH FL-SUITE: 801]

COLLECTOR'S COUPON

EXHIBIT B

BROOKLYN LEASE – WORK ORDER CHARGES

[SEE ATTACHED]

Work Order #54533661

Status:	Billed	Tenant:	The Lasik Vision Institute, L.L.C.,
Date Received:	Mar 16, 2020 08:27 AM	Contact:	Lily Saavedra
Date Required:	Mar 16, 2020 08:27 AM	Phone:	
Assigned To:	Paul Walters	Property:	16 Court
Request Type:	Freight Elevator / Reserve	Building:	16 Court - Office
Trade:	Administration	Floor:	8th_Floor
Priority:	1	Location / Suite:	801
Details:	Please reserve freight - We have an emergency mobile unit laser being delivered tomorrow that is more than capable of fitting in the regular elevator. The unit will be delivered at 6:30a on 3/14/20		

Work Order History

Date	Status	Event	Employee	Details	Time Taken	Updated By
Mar 18, 2020 03:00 PM	Verified	Verified			0:00	Tara Spates
Mar 16, 2020 09:29 AM	Closed	Closed			0:00	Tara Spates
Mar 16, 2020 09:29 AM	Completed	Completed	Paul Walters		0:00	Tara Spates
Mar 16, 2020 09:01 AM	Completed	Completed	Paul Walters		0:00	Paul Walters

Mar 16, 2020 09:01 AM	Open	Started	Paul Walters		0:00	Paul Walters
Mar 16, 2020 08:27 AM	Open	Dispatched	Paul Walters		0:00	Tara Spates
Mar 16, 2020 08:27 AM	Open	Assigned	Paul Walters		0:00	Tara Spates
Mar 16, 2020 08:27 AM	Open	Open			0:00	Tara Spates

Work Order Services

Service	Quantity	Billable	External	Amount (\$)	Tax (\$)	Total
Freight Operator (before/after hours)	1.00	✓		Labor:	92.00	0.00
Ran elevator on 3/14/20 to bring in laser equipment - LVI				Material:	0.00	0.00
				Markup:	0.00	0.00
				Admin:	0.00	0.00
				Total:	92.00	0.00 \$92.00
Freight Elevator Reservation	1.00	✓		Labor:	0.00	0.00
Reserve freight elevator - 3/14/20 - 6:30am				Material:	100.00	8.88
				Markup:	15.00	0.00
				Admin:	0.00	0.00
				Total:	115.00	8.88 \$123.88

Grand Total: \$215.88**Signature:** _____

EXHIBIT C

BROOKLYN LEASE – MARCH 26, 2013 NOTICE

[SEE ATTACHED]

Rumberger

KIRK & CALDWELL

March 26, 2013

VIA CERTIFIED MAIL

Stuart T. Bassel, Esq.
Cyruli Shanks Hart & Zizmor, LLC
420 Lexington Ave
New York, NY 10170

Nichole C. Geary
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law
Brickell Bayview Centre
Suite 3000
80 Southwest 8th Street
Miami, Florida 33130-3037
Phone: 305.358.5577
Fax: 305.371.7580
ngeary@rumberger.com
www.rumberger.com

**Re: Lease agreement between 16 Court Street Owner LLC,
as Owner and The LASIK Vision Institute, LLC, as Tenant
Our File No. : 119352**

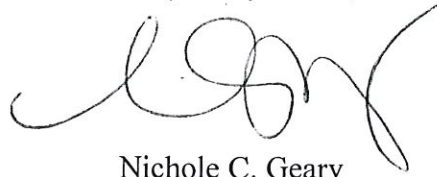
Dear Mr. Bassel:

Please allow this letter to serve as formal notice that Tenant, The LASIK Vision Institute, LLC has elected to finance the Tenant Contribution towards Owner's Work pursuant to the terms of Paragraph 51, subsection G of the Rider to Rebny Standard Form of Office Lease.

Accordingly, as Additional Rent, Tenant will pay the Tenant Contribution in one hundred-twenty (120) equal monthly installments, subject to eight (8) percent interest per annum. Such payments are to commence on the first day of the first calendar month after the Commencement Date and end on the first (1st) day of the one hundred twentieth (120th) month thereafter. Additionally, at anytime during the Term, Tenant shall be permitted to pre-pay all or any outstanding portion of Tenant's Contribution without being subject to any form of a pre-payment penalty.

Please contact our office with any questions or concerns.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'N. Geary', with a large, stylized flourish extending to the right.

Nichole C. Geary

cc: ✓ 16 Court Street Owner, LLC (via certified mail)
Ben Cook (via email)
John Geary (via email)

EXHIBIT D

BROOKLYN LEASE – 2019 REAL ESTATE TAX RECONCILIATION

[SEE ATTACHED]



June 26, 2020

VIA EMAIL

The Lasik Vision Institute
16 Court Street, Suite 801
Brooklyn, New York 11241

RE: Real Estate Tax Reconciliation: 01/01/19 – 12/31/19
16 Court Street, Brooklyn, New York 11241 (“Building”)

Please be advised that we have recently conducted a Real Estate Tax reconciliation for the Building for the time period covering 01/01/19 – 12/31/19. Your company was billed Real Estate Tax estates during this timeframe in the amount of \$0. However, after conducting the Real Estate Tax reconciliation it was determined that the Real Estate Tax amount owed for this period is \$3,104.51. As such you will see a Real Estate Tax reconciliation charge in the amount of **\$3,104.51** for this period posted on the July 2020 rent statement.

If you have any questions, please contact Fatmire Delmar at (646) 783 – 4595.

Sincerely,

16 Court St Brooklyn Owner, LLC,
A Delaware limited liability company
By: CIM NY Management, LLC,
a New York limited liability company,
its property manager

By: Fatmire Delmar
Fatmire Delmar,
Commercial Property Manager

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LVI INTERMEDIATE HOLDINGS, INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 20-11413 (KBO)

(Jointly Administered)

Docket Ref. Nos. 209 and 267

CERTIFICATE OF SERVICE

I, Lisa M. Peters, hereby certify that on July 15, 2020, I did cause to be served true and correct copies of the foregoing **OBJECTION OF CIM/11600 WILSHIRE (LOS ANGELES), LP AND 16 COURT STREET BROOKLYN OWNER, LLC TO NOTICE OF (I) POTENTIAL ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO** to the parties listed on the attached service listed as indicated thereon.

Dated: July 15, 2020

/s/ Lisa M. Peters

Lisa M. Peters, Esq. (admitted *pro hac vice*)
KUTAK ROCK LLP
1650 Farnam Street
Omaha, Nebraska 68102
Telephone: (402) 346-6000
Facsimile: (402) 346-1148
Email: lisa.peters@kutakrock.com

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: LVI Intermediate Holdings, Inc., (7674); Total Vision Institute, LLC (7571); QualSight, LLC (3866); The LASIK Vision Institute, LLC (7564); Cataract Vision Institute, LLC (7697); Healthcare Marketing Services, LLC (9982); Cataract Vision Institute Florida, LLC (3423); TLC Vision Center Holdings, LLC (5400); TLC Whitten Laser Eye Associates, LLC (0182); TLC Vision Centers, LLC (8271); TruVision, LLC (3399); TruVision Contacts, LLC (3399); Laser Eye Surgery, LLC (3448); TLC Laser Eye Centers (Refractive I), LLC (2702); TLC The Laser Center (Pittsburgh) L.L.C. (2881); TLC The Laser Center (Indiana) LLC (8456); TLC The Laser Center (Institute), LLC (0959); and LVI Missouri, LLC (7088). The Debtors' executive headquarters are located at 1555 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, Florida 33401.

SERVICE LIST

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Attn: David Dean and Normal L. Pernick
Email: DDean@coleschotz.com
NPernick@coleschotz.com

Counsel to Debtors

Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Attn: Robert J. Dehney
Email: rdehney@mnat.com

Counsel to DIP Agent and Prepetition Senior Agent

Morris James LLP
500 Delaware Avenue, Suite 1500
Wilmington, Delaware 19801
Attn: Eric J. Monzo and Brya M. Keilson
Email: emonzo@morrisjames.com
bkeilson@morrisjames.com

Counsel to Unsecured Creditors' Committee

Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603
Attn: Randall Klein
Email: Randall.Klein@goldbergkohn.com

Counsel to DIP Agent and Prepetition Senior Agent

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019
Attn: Todd M. Goren, Mark A. Lightner and
Andrew Kissner
Email: tgoren@mofo.com
mlightner@mofo.com
akissner@mofo.com

Counsel to Unsecured Creditors' Committee

Office of the United States Trustee
844 King Street, Room 2207
Wilmington, Delaware 19801
Attn: Richard L. Schepacarter
Email: Richard.Schepacarter@usdoj.gov

Counsel to United States Trustee